

Exhibit 11

**Diamond Alkali Superfund Site OU2 Allocation
Confidentiality Agreement**

This Confidentiality Agreement made and entered into by and among the Allocation Neutral and those Participants whose authorized representatives have executed this Agreement (collectively, the "Participants" and individually, a "Participant").

RECITALS

1. The Participants to this Confidentiality Agreement have been offered an opportunity to participate in the design and conduct of an allocation of certain costs associated with remediation of OU2 of the Diamond Alkali Superfund Site (the "Site") as described in the letter from Eric Wilson, Deputy Director for Enforcement and Homeland Security, Emergency and Remedial Response Division, US EPA, dated September 18, 2017. The allocation is intended to establish an impartial third-party expert recommendation that may be considered by the United States and the Participants as the basis of settlements equitably resolving potential liabilities associated with the Site.
2. The Participants have a common interest in working together to consider and establish a fair and reasonable, impartial allocation process for equitably resolving potential liabilities associated with the Site.
3. The Confidentiality Agreement is intended to document the common understanding of the Participants regarding the confidentiality of the allocation process.

AGREEMENT

1. Confidentiality.
 - (a) To promote frank and productive discussion, the Participants agree that the allocation process shall be confidential. All oral and written communications regarding this matter by or between the Participants, including communications at meetings (whether by telephone or in person) with Participants present, or by or to the Allocation Neutral, shall be Dispute Resolution Communications. Such Dispute Resolution Communications are confidential, and shall not be disclosed to third persons by any Participant, their elected and appointed officials and officers, representatives, employees, agents, insurance carriers, or other persons associated with the Participant, except as provided elsewhere in the agreement, or with the consent of the Participants to this dispute, or as required by law to be made public.

ADR CONFIDENTIAL

**Diamond Alkali Superfund Site OU2
ALLOCATION CONFIDENTIALITY AGREEMENT**

- (b) The allocation process, including all dispute resolution communications, is confidential pursuant to the Administrative Dispute Resolution Act of 1996, 5 U.S.C. Section 574, ("ADR Act") and all other applicable federal and state laws. The allocation process shall be treated as compromise negotiations under Rule 408 of the Federal Rules of Evidence and applicable state law.
 - (c) The Allocation Neutral shall not disclose to any Participant information conveyed to him in confidence by any other Participant, unless authorized to do so by that Participant or as required by law. Except as specified in the allocation process design, the Allocation Neutral shall, upon termination of the allocation process, destroy any notes and written records created by or provided to him, unless a Participant requests the return of written records, in which case the Allocation Neutral shall return the original and all copies of the requested materials to the Participant. Allocation meetings and other sessions shall not be recorded verbatim and no formal minutes or transcripts shall be maintained.
 - (d) Participation in the allocation process, including attendance at meetings, statements made and documents prepared or furnished by any Participant, or other participant, for the purposes of the process shall not be construed as an admission of liability or against interest or otherwise cited or used in any way against any Participant in any other dispute or proceeding. Where a Participant references, discusses, or produces documents or information during settlement discussions, doing so will not render otherwise discoverable documents or information confidential, privileged, non-discoverable, or inadmissible.
 - (e) The Allocation Neutral shall not be deemed a "necessary or indispensable" party, as defined in Rule 19 of the Federal Rules of Civil Procedure and any equivalent state law, in any pending or future judicial, administrative or arbitral action related to matters discussed in the allocation process. No Participant shall subpoena or otherwise seek from the Allocation Neutral any information provided to him by another Participant that relates to the allocation. In no event shall the Allocation Neutral voluntarily testify on behalf of a Participant, or participate as a consultant or expert, in any pending or future judicial, administrative, or arbitral action related to matters discussed in the allocation.
 - (f) The Participants and the Allocation Neutral shall remain bound by these confidentiality provisions following termination of this Agreement without regard to whether any legal actions or issues arising out of the case are settled or concluded by final judgment or otherwise.
2. Expiration. This Confidentiality Agreement will expire upon completion of the allocation process or as otherwise agreed by a consensus of the Participants.